

INVITATION NUMBER N-(713)55-169-64

INVITATION FOR BIDS
AND
CONTRACT AND SPECIFICATIONS
FOR

CONSTRUCTION OF

A WAREHOUSE & BOQ, 

25X1A

AT



25X1A



25X1A

JUNE 1963

Document No. _____
Review of this document by CIA has
determined that

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☐ contains information of CIA

interest that must remain

classified at TS S ☒

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Exempt from automatic declassification
Date 06/10/81 Reviewer 018995

INVITATION FOR BIDS

(CONSTRUCTION CONTRACT)

DATE

14 June 1963

NAME AND LOCATION OF PROJECT

DEPARTMENT OR AGENCY

Construction of A Warehouse

BY (Issuing office)

Logistics Office

Sealed bids in Duplicate

for the work described herein will be received until

1000 a.m. 24 June 1963

at Public Works Office,

25X1A

and at that time publicly opened.Information regarding bidding material, bid guarantee, and bonds

No bid guarantee or bond will be required.

BIDS MUST SET FORTH FULL, ACCURATE, AND COMPLETE INFORMATION AS
REQUIRED BY THIS INVITATION FOR BIDS (INCLUDING ATTACHMENTS).Description of work

The work covered by this contract consists in furnishing all plant, labor, equipment, appliances and materials and in performing all operations in connection with the construction of

- (1) A Warehouse with reinforced concrete structure, floor and roof, and supporting utilities including lighting and ventilators, the power main connection to be done by others.
- (2) A BOQ with reinforced concrete structure, floor and roof, masonry wall, consists of 20 bed rooms with closet, bath and toilet facilities and a covered walkway connected to the existing building and supporting utilities including power, lighting and plumbing, the power main connection to be applied and provided by the contractor and installed by TPC.

In strict accordance with this specification and the applicable drawings, and subject to the terms and conditions of the contract.

INVITATION NUMBER N-(713)55-169-6-64

READ THE FOLLOWING IN CONJUNCTION WITH INSTRUCTIONS TO BIDDERS, U.S.
STANDARD FORM 22:

1. Each bidder shall, upon request of the Contracting Officer, furnish a list of the plant available to the bidder and proposed for use on the work.
2. A maximum of one set of drawings and specifications will be furnished upon request by any one bona fide submitter provided a receipt is executed by the submitter. The receipt will provide that the loaned drawings and specifications will be returned to the issuing office in serviceable condition, transportation prepaid, not later than ten (10) days following the opening of quotations. Additional specific sheets of the drawings may be furnished to the submitter on request, at the cost of reproduction.
3. Modifications prior to date set for opening bids. The right is reserved, as the interest of the Government may require, to revise or amend the specifications and/or drawings prior to the date set for opening bids. Such revisions and amendments, if any, will be announced by an addendum or addenda to this Invitation for Bids. Copies of such addenda as may be issued will be furnished to all prospective bidders. If the revisions and amendments are of a nature which requires material changes in quantities or prices bid or both, the date set for opening bids may be postponed by such number of days as in the opinion of the Contracting Officer will enable bidders to revise their bids. In such cases, the addendum will include an announcement of the new date for opening bids.
4. The bidder who is notified of award of contract, will deliver to the Contracting Officer, [REDACTED] three (3) executed copies of power of attorney on forms available at said office concurrently with delivery of the executed contract. 25X1A
5. All bids will be made in [REDACTED] 25X1A
6. Communications Services. Telephone service [REDACTED] may be obtained, as available, by the Contractor upon application, in writing to the Contracting Officer. Installation costs and the prevailing monthly rental services required by the Contractor shall be obtained at his own expense. 25X1A
7. Mistakes in Bids. The bidder hereby waives that portion of any alleged mistake or mistakes in his bid which falls within the following amounts:
5% of the bid

In cases where the allegation of mistake exceeds the above waived amounts and the request for correction is allowed, such amount will be excluded from the contract price; however, the amount waived as provided herein will not be deducted for the purpose of evaluating bids to determine the low bidder.

INVITATION NUMBER N-(713)55-169-6-64

READ THE FOLLOWING IN CONJUNCTION WITH INSTRUCTIONS TO BIDDERS, U.S. STANDARD FORM 22:

The above waiver does not apply to any clerical mistake which is obvious or apparent on the face of the bid including but not limited to (1) a mistake in the extension of a unit price or prices; (2) a mistake in totaling the sums of various bid items; (3) obviously misplaced decimal point or (4) failure to insert the unit price where amount intended can be determined from face of bid.

This clause is not applicable to allegations of mistakes which, if allowed, would result in a reduction in the bid price.

8. Bid Guaranty: Paragraph 4 of Standard Form 22 is deleted in its entirety.
9. Award of Contract: Paragraph 10c of Standard Form 22 is deleted and the following substituted in lieu thereof:

"(c). The Government further reserves the right to make award on any or all schedules of any bid, unless the bidder qualifies such bid by specific limitation; also to make award to the bidder whose aggregate bid on any combination of bid schedules is low."
10. Contract and Bonds: Paragraph 11 of Standard Form 22 is deleted and the following paragraph substituted in lieu thereof:

"11. The bidder to whom award is made shall, within the time established in the bid and when required, enter into a written contract with the Government. No performance or payment bonds will be required."
11. Bidders are required to acknowledge receipt of all addenda to this invitation on the Bid Form (Standard Form 21) in the space provided, or by separate letter or telegram prior to opening of bids. Failure to acknowledge all addenda may cause the bid to be considered not responsive to the invitation, which would require rejection of the bid.
12. All costs pertaining to the performance of work under the contract over and above the direct costs for the work shall be prorated to and included in the price quoted for each item in the Unit Price Schedule.
13. Performance of Work by Contractor: Bidder's attention is directed to Clause 27, Performance of Work by Contractor (March 1961) of the General Provisions, which requires the Contractor to perform on the site, and with his own organization, work equivalent to at least 20% of the total amount of the work to be performed under the contract. Each bidder must submit with his bid a description of the work which he will perform with his own organization (e.g., earthwork, paving, electrical, etc.) the percentage of the total work this represents, and the estimated cost thereof.
14. The approximate value of the proposed construction is [REDACTED] 25X1A

STANDARD FORM 21JANUARY 1959 EDITION
GENERAL REGULATION NO. 13 REV.

REFERENCE

Approved For Release 2001/07/30 : CIA-RDP78-05613A000300060001-8

BID FORM
(CONSTRUCTION CONTRACT)*Read the Instructions to Bidders (Standard Form 22)*
This form to be submitted in

DATE OF INVITATION

14 June 1963

NAME AND LOCATION OF PROJECT

Construction of A Warehouse & BOQ

25X1A

TO: **Logistics Office**

(Date)

25X1A

In compliance with your invitation for bids of the above date, the undersigned hereby proposes to furnish all labor, equipment, and materials and perform all work for

Construction of A Warehouse & BOQ

25X1A

at

in strict accordance with the specifications, schedules, drawings, and conditions for the consideration of the following amount(s)

and agrees that, upon written acceptance of this bid, mailed, or otherwise furnished, within calendar days (calendar days unless a shorter period be inserted by the bidder) after the date of opening of bids, he will within calendar days (unless a longer period is allowed) after receipt of the prescribed forms, execute Standard Form 23, Construction Contract, and give performance bond and payment bond on Government standard forms, if these forms are required, with good and sufficient surety or sureties.

Approved For Release 2001/07/30 : CIA-RDP78-05613A000300060001-8

(Continue on other side)

The undersigned agrees that if awarded the contract, he will commence the work after the date of receipt of notice to proceed, and that he will complete the work within _____ calendar days after the date of receipt of notice to proceed.

The undersigned acknowledges receipt of the following addenda to the drawings and/or specifications (Give number and date of each):

- The undersigned represents (Check appropriate boxes):
- (1) That he ☐ is, ☐ is not, a small business concern. For this purpose, a small business concern is one that (a) is independently owned and operated, (b) is not dominant in its field of operation, and (c) with affiliates, had average annual receipts for the preceding three years of \$5,000,000.00 or less. (See Code of Federal Regulations, Title 13, Part 121, as amended, for additional information.)
 - (2) (a) That he ☐ has, ☐ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the bidder) to solicit or secure this contract; and
(b) That he ☐ has, ☐ has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the bidder) any fee, commission, percentage or brokerage fee contingent upon or resulting from the award of this contract, and agrees to furnish information relating thereto as requested by the Contracting Officer. (For interpretation of this representation, including the term "bona fide employee," see Code of Federal Regulations, Title 44, Chapter I, Part 150.)
 - (3) That he operates as an ☐ individual, ☐ partnership, ☐ corporation, incorporated in State of _____.

Enclosed is bid guarantee, consisting of

in the amount of

NAME OF FIRM OR INDIVIDUAL (Type or print)	FULL NAME OF ALL PARTNERS (Type or print)
BUSINESS ADDRESS (Type or print)	
BY (Signature in ink. Type or print name under signature)	
TITLE (Type or print)	

DIRECTIONS FOR SUBMITTING BIDS

Envelopes containing bids, guarantee, etc., must be sealed, marked, and addressed as follows:

Address: Logistics Officer



25X1A

MARK: Bid under Serial Number N-(713)55-167-6-64, to be opened 24 June 1963.

CAUTION: Do not include in the envelope any bids for other work.

Bids should not be qualified by exceptions to the bidding conditions.
Approved For Release 2004/07/30 : CIA-RDP78-05613A000300060001-8

INSTRUCTIONS TO BIDDERS
(Construction Contract)

1. Explanations to Bidders. Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Any interpretation made will be in the form of an amendment of the invitation for bids, drawings, specifications, etc., and will be furnished to all prospective bidders. Its receipt by the bidder must be acknowledged in the space provided on the Bid Form (Standard Form 21) or by letter or telegram received before the time set for opening of bids. Oral explanations or instructions given before the award of the contract will not be binding.
2. Conditions Affecting the Work. Bidders should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Government will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the invitation for bids, the specifications, or related documents.
3. Bidder's Qualifications. Before a bid is considered for award, the bidder may be requested by the Government to submit a statement regarding his previous experience in performing comparable work, his business and technical organization, financial resources, and plant available to be used in performing the work.
4. Preparation of Bids.
 - (a) Bids shall be submitted on the forms furnished, or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid. Unless specifically authorized in the invitation for bids, telegraphic bids will not be considered.
 - (b) The bid form may provide for submission of a price or prices for one or more items, which may be lump sum bids, alternate prices, scheduled items resulting in a bid on a unit of construction or a combination thereof, etc. Where the bid form explicitly requires that the bidder bid on all items, failure to do so will disqualify the bid. When submission of a price on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.

INSTRUCTIONS TO BIDDERS

- (c) Unless called for, alternate bids will not be considered.
 - (d) Modifications of bids already submitted will be considered if received at the office designated in the invitation for bids by the time set for opening of bids. Telegraphic modifications will be considered, but should not reveal the amount of the original or revised bid.
- 5. Submission of Bids. Bids must be sealed, marked, and addressed as directed in the invitation for bids. Failure to do so may result in a premature opening of, or a failure to open, such bid.
 - 6. Late Bids and Modifications or Withdrawals. Bids and modifications or withdrawals thereof received at the office designated in the invitation for bids after the exact time set for opening of bids will not be considered unless received before award and (a) they are submitted by mail (or by telegraph, if authorized) and (b) it is determined by the Government that late receipt was due solely to either (1) delay in the mails (or by the telegraph company, if telegraphic bids are authorized) for which the bidder was not responsible or (2) mishandling by the Government after receipt at the Government installation. However, a modification which is received from an otherwise successful bidder and which makes the terms of the bid more favorable to the Government will be considered at any time it is received and may thereafter be accepted.
 - 7. Withdrawal of Bids. Bids may be withdrawn by written or telegraphic request received from bidders prior to the time set for opening of bids.
 - 8. Public Opening of Bids. Bids will be publicly opened at the time set for opening in the invitation for bids. Their content will be made public for the information of bidders and others interested, who may be present either in person or by representative.
 - 9. Award of Contract. (a) Award of contract will be made to that responsible bidder whose bid, conforming to the invitation for bids, is most advantageous to the Government, price and other factors considered.
 - (b) The Government may, when in its interest, reject any or all bids or waive any informality in bids received.

GENERAL PROVISIONS

(Construction Contracts)

1. DEFINITIONS

(a) The term "head of the department" as used herein shall mean the head or any assistant head of the executive department or independent establishment involved, and the term "his duly authorized representative" shall mean any person authorized to act for him other than the Contracting Officer.

(b) The term "Contracting Officer" as used herein, shall include his duly appointed successor or his authorized representative.

2. SPECIFICATIONS AND DRAWINGS

The Contractor shall keep on the work a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In any case of discrepancy either in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without this determination shall be at his own risk and expense. The Contracting Officer shall furnish from time to time such detail drawings and other information as he may consider necessary, unless otherwise provided.

3. CHANGES

The Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings and/or specifications of this contract and within the general scope thereof. If such changes cause an increase or decrease in the amount due under this contract, or in the time required for its performance, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the Contractor of the notification of change: Provided, however, That the Contracting Officer, if he determines that the facts justify such action, may receive and consider, and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made the dispute shall be determined as provided in Clause 6 hereof. But nothing provided in this clause shall excuse the Contractor from proceeding with the prosecution of the work as changed. Except as otherwise herein provided, no charge for any extra work or material will be allowed.

The Contractor shall promptly, and before such conditions are disturbed, notify the Contracting Officer in writing of: (1) sub-surface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract. The Contracting Officer shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or the time required for, performance of this contract, an equitable adjustment shall be made and the contract modified in writing accordingly. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given notice as above required; provided that the Contracting Officer may, if he determines the facts so justify, consider and adjust any such claim asserted before the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in Clause 6 hereof.

5. TERMINATION FOR DEFAULT--DAMAGES FOR DELAY--TIME EXTENSIONS

(a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within such time, the Government may, by written notice to the Contractor, terminate its right to proceed with the work or such part of the work as to which there has been delay. In such event the Government may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the Government for any excess cost occasioned the Government thereby, and for liquidated damages for delay, as fixed in the specifications or accompanying papers, until such reasonable time as may be required for the final completion of the work, or if liquidated damages are not so fixed, any actual damages occasioned by such delay. If the Contractor's right to proceed is so terminated, the Government may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefor.

(b) If the Government does not terminate the right of the Contractor to proceed, as provided in paragraph (a) hereof, the Contractor shall continue the work, in which event the Contractor and his sureties shall be liable to the Government, in the amount set forth in the specifications or accompanying papers, for fixed, agreed and liquidated damages for each calendar day of delay until the work is completed or accepted, or if liquidated damages are not so fixed, any actual damages occasioned by such delay.

(c) The right of the Contractor to proceed shall not be terminated, as provided in paragraph (a) hereof, nor the Contractor charged with liquidated or actual damages, as provided in paragraph (b) hereof

because of any delays in the completion of the work due to causes other than normal weather beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of the Government, in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, or delays of subcontractors or suppliers due to such causes; provided, that the Contractor shall within 10 days from the beginning of any such delay, unless the Contracting Officer shall grant a further period of time prior to the date of final settlement of the contract, notify the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time for completing the work when in his judgment the findings of fact justify such an extension, and his findings of fact thereon shall be final and conclusive on the parties hereto, subject only to appeal as provided by the Disputes clause of this contract.

(d) If, after notice of termination of this contract under the provisions of paragraph (a) of this clause, it is determined that the failure to perform this contract was due to causes beyond the control and without the fault or negligence of the Contractor pursuant to paragraph (c) of this clause, such notice of termination shall be deemed to have been issued pursuant to the Termination for Convenience of the Government clause of this contract, and the rights and obligations of the parties hereto shall in such event be governed by such clause.

(e) The rights and remedies of the Government provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

6. DISPUTES

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the [REDACTED]. The decision of the Director, or his duly authorized representative for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under the contract as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged: Provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall

be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This DISPUTES clause does not preclude consideration of questions of law in connection with decisions provided for in paragraph (a) above. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

7. PAYMENTS TO CONTRACTOR

(a) The Government will pay the contract price as hereinafter provided.

(b) The Government will make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates approved by the Contracting Officer. If requested by the Contracting Officer, the Contractor shall furnish a breakdown of the total contract price showing the amount included therein for each principal category of the work, in such detail as requested, to provide a basis for determining progress payments. In the preparation of estimates the Contracting Officer, at his discretion may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site may also be taken into consideration (1) if such consideration is specifically authorized by the contract, and (2) if the Contractor furnishes satisfactory evidence that he has acquired title to such material and that it will be utilized on the work covered by this contract.

(c) In making such progress payments, there shall be retained ten percent (10%) of the estimated amount until final completion and acceptance of the contract work. However, if the Contracting Officer, at any time after fifty percent (50%) of the work has been completed, finds that satisfactory progress is being made, he may authorize any of the remaining progress payments to be made in full. Also, whenever the work is substantially complete, the Contracting Officer, if he considers the amount retained to be in excess of the amount adequate for the protection of the Government, at his discretion, may release to the Contractor all or a portion of such excess amount. Furthermore, on completion and acceptance of each separate building, public work, or other division of the contract, on which the price is stated separately in the contract, payment may be made therefor without retention of a percentage. Where the time originally specified for completion of this contract exceeds one year, the Contracting Officer, at any time after fifty percent (50%) of the work has

been completed, if the Contractor has satisfactory progress in being made, may reduce the total amount retained from progress payments to an amount not less than ten percent (10%) of the estimated value of the work remaining to be done under the contract or one-and-one-half percent (1½%) of the total contract amount, whichever is the higher. In computing the total contract amount for the purposes of the preceding sentence, the contract amount for any separate building, public work, or other division of the contract on which the price is stated separately in the contract and on which payment has been made in full, including retained percentage thereon under this clause shall be excluded.

(d) All material and work covered by progress payments made shall thereupon become the sole property of the Government, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work, or as waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(e) Upon completion and acceptance of all work, the amount due the Contractor under this contract shall be paid upon the presentation of a properly executed voucher and after the Contractor shall have furnished the Government with a release, if required, of all claims against the Government arising by virtue of this contract, other than claims in stated amounts as may be specifically excepted by the Contractor from the operation of the release. If the Contractor's claim to amounts payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), a release may also be required of the assignee.

8. MATERIALS AND WORKMANSHIP

Unless otherwise specifically provided for in the specifications, all equipment, materials, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade of their respective kinds for the purpose and all workmanship shall first class. Where equipment, materials or articles are referred to in the specifications as "equal to" any particular standard, the Contracting Officer shall decide the question of equality. The Contractor shall furnish to the Contracting Officer for his approval the name of the manufacturer of machinery, mechanical and other equipment which he contemplates incorporating in the work, together with their performance capacities and other pertinent information. When required by the specifications, or when called for by the Contracting Officer, the Contractor shall furnish the Contracting Officer for approval full information concerning the materials or articles which he contemplates incorporating in the work. Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials, and articles

GENERAL PROVISIONS

installed or used without such approval shall be at the risk of subsequent rejection. The Contracting Officer may in writing require the Contractor to remove from the work such employee as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed by the Contracting Officer to be contrary to the public interest.

9. INSPECTION

(a) Except as otherwise provided in paragraph (d) hereof all material and workmanship, if not otherwise designated by the specifications, shall be subject to inspection, examination, and test by the Contracting Officer at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction are carried on. The Government shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge therefor, and the Contractor shall promptly segregate and remove the rejected material from the premises. If the Contractor fails to proceed at once with the replacement of rejected material and/or the correction of defective workmanship the Government may, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost thereof to the Contractor, or may terminate the right of the Contractor to proceed as provided in Clause 5 of this contract, the Contractor and surety being liable for any damage to the same extent as provided in said Clause 5 for terminations thereunder.

(b) The Contractor shall furnish promptly without additional charge, all reasonable facilities, labor, and materials necessary for the safe and convenient inspection and test that may be required by the Contracting Officer. All inspection and tests by the Government shall be performed in such manner as not unnecessarily to delay the work. Special, full size, and performance tests shall be as described in the specifications. The Contractor shall be charged with any additional cost of inspection when material and workmanship are not ready at the time inspection is requested by the Contractor.

(c) Should it be considered necessary or advisable by the Government at any time before final acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect, due to fault of the Contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the actual direct cost of labor and material necessarily involved in

the examination and replacement, plus 15 percent, shall be allowed the Contractor and he shall, in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

(d) Inspection of material and finished articles to be incorporated in the work at the site shall be made at the place of production, manufacture, or shipment, whenever the quantity justifies it, unless otherwise stated in the specifications; and such inspection and written or other formal acceptance, unless otherwise stated in the specifications, shall be final, except as regards latent defects, departures from specific requirements of the contract, damage or loss in transit, fraud, or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of material and workmanship for final acceptance as a whole or in part shall be made at the site. Nothing contained in this paragraph (d) shall in any way restrict the Government's rights under any warranty or guarantee.

10. SUPERINTENDENCE BY CONTRACTOR

The Contractor shall give his personal superintendence to the work or have a competent foreman or superintendent, satisfactory to the Contracting Officer, on the work at all times during progress, with authority to act for him.

11. PERMITS AND RESPONSIBILITY FOR WORK, ETC.

The Contractor shall, without additional expense to the Government, obtain all licenses and permits required for the prosecution of the work. He shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the work. He shall also be responsible for all materials delivered and work performed until completion and final acceptance, except for any completed unit thereof which theretofore may have been finally accepted.

12. OTHER CONTRACTS

The Government may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and Government employees and carefully fit his own work to such additional work as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Government employees.

13. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has

GENERAL PROVISIONS

been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

14. OFFICIALS NOT TO BENEFIT

No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

15. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT

(a) The performance of work under this contract may be terminated by the Government in accordance with this clause in whole, or from time to time in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the Government. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contracting Officer, the Contractor shall:

- (i) stop work under the contract on the date and to the extent specified in the Notice of Termination;
- (ii) place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract as is not terminated;
- (iii) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
- (iv) assign to the Government, in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Government shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

GENERAL PROVISIONS

- (v) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer to the extent he may require, which approval or ratification shall be final for all the purposes of this clause;
- (vi) transfer title and deliver to the Government, in the manner, at the times, and to the extent, if any, directed by the Contracting Officer, (A) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (B) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the Government;
- (vii) use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Contracting Officer, any property of the types referred to in (vi) above; provided, however, that the Contractor, (A) shall not be required to extend credit to any purchaser, and (B) may acquire any such property under the conditions prescribed and at a price or prices approved by the Contracting Officer; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Government to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Contracting Officer may direct;
- (viii) complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and
- (ix) take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Government has or may acquire an interest.

At any time after expiration of the plant clearance period, as defined in Section VIII, [REDACTED], as it may be amended from time to time, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the

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Contracting Officer, and may request the Government to remove such items or enter into a storage agreement covering them. Not later than fifteen (15) days thereafter, the Government will accept title to such items and remove them or enter into a storage agreement covering the same; provided, that the list submitted shall be subject to verification by the Contracting Officer upon removal of the items, or if the items are stored, within forty-five (45) days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.

(c) After receipt of a Notice of Termination, the Contractor will submit to the Contracting Officer his termination claim, in the form and with the certification prescribed by the Contracting Officer. Such claim shall be submitted promptly but in no event later than one year from the effective date of termination, unless one or more extensions in writing are granted by the Contracting Officer, upon request of the Contractor made in writing within such one year period or authorized extension thereof. However, if the Contracting Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such one year period or extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may, subject to any Settlement Review Board approvals required by Section

in effect as of the date of execution of this contract, determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

(d) Subject to the provisions of paragraph (c), and subject to any Settlement Review Board approvals required by Section VIII of the in effect as of the date of execution of this contract, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in paragraph (e) of this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Contracting Officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this paragraph (d)

(e) In the event of the failure of the Contractor and the Contracting Officer to agree as provided in paragraph (d) upon the whole amount to

25X1A be paid to the Contractor by reason of the termination of work pursuant to this clause, the Contracting Officer shall, subject to any Settlement Review Board approvals required by Section VIII of the [REDACTED] in effect as of the date of execution of this contract, determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall pay to the Contractor the amounts determined as follows:

- (i) with respect to all contract work performed prior to the effective date of the Notice of Termination, the total (without duplication of any items) of-
- (A) the cost of such work;
 - (B) the cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in paragraph (b) (v) above, exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor prior to the effective date of the Notice of Termination of work under this contract, which amounts shall be included in the cost on account of which payment is made under (A) above; and
 - (C) a sum, as a profit, equal to two percent (2%) of the part of the amount determined under (A) above which represents the cost of articles or materials delivered to the site but not incorporated in the work in place on the effective date of the Notice of Termination, plus a sum equal to eight percent (8%) of the remainder of such amount, but the aggregate of such sums shall not exceed six percent (6%) of the whole of the amount determined under (A) above; provided, however, that if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed under this subdivision (C) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and
- (ii) the reasonable cost of the preservation and protection of property incurred pursuant to paragraph (b) (ix); and any other reasonable cost incidental to termination of work under this contract, including expense incidental to the determination of the amount due to the Contractor as the result of the termination of work under this Contract.

The total sum to be paid to the Contractor under (i) above shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. Except for normal spoilage, and except to the extent that the Government shall have

otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor under (i) above, the fair value, as determined by the Contracting Officer, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government, or to a buyer pursuant to paragraph (b) (vii).

(f) Any determination of costs under paragraph (c) or (e) hereof shall be governed by the principles for consideration of costs set forth in Section XV, Part 4, of the Armed Services Procurement Regulation, as in effect on the date of this contract.

(g) The Contractor shall have the right of appeal, under the clause of this contract entitled "Disputes", from any determination made by the Contracting Officer under paragraphs (c) or (e) above, except that if the Contractor has failed to submit his claim within the time provided in paragraph (c) above and has failed to request extension of such time, he shall have no such right of appeal. In any case where the Contracting Officer has made a determination of the amount due under paragraph (c) or (e) above, the Government shall pay to the Contractor the following: (i) if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Contracting Officer, or (ii) if an appeal has been taken, the amount finally determined on such appeal.

(h) In arriving at the amount due the Contractor under this clause there shall be deducted (i) all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this contract, (ii) any claim which the Government may have against the Contractor in connection with this contract, and (iii) the agreed price for, or the proceeds of sale of, any materials, supplies, or other things kept by the Contractor or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the Government.

(i) If the termination hereunder be partial, prior to the settlement of the terminated portion of this contract, the Contractor may file with the Contracting Officer a request in writing for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices; however, nothing contained herein shall limit the right of the Government and the Contractor to agree upon the amount or amounts to be paid to the Contractor for the completion of the continued portion of the contract when said contract does not contain an established contract price for such continued portion.

(j) The Government may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in

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connection with the terminated portion of this contract whenever in the opinion of the Contracting Officer the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this clause, such excess shall be payable by the Contractor to the Government upon demand, together with interest computed at the rate of 6 percent per annum, for the period from the date such excess payment is received by the Contractor to the date on which such excess is repaid to the Government; provided, however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition, or such later date as determined by the Contracting Officer by reason of the circumstances.

(k) Unless otherwise provided for in this contract, or by applicable statute, the Contractor, from the effective date of termination and for a period of three years after final settlement under this contract, shall preserve and make available to the Government at all reasonable times at the office of the Contractor, but without direct charge to the Government, all his books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under this contract and relating to the work terminated hereunder, or, to the extent approved by the Contracting Officer, photograph, microphotographs, or other authentic reproductions thereof.

16. ASSIGNMENT OF CLAIMS

(a) Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C.203, 41 U.S.C.15), if this contract provides for payments aggregating \$1,000 or more, claims for monies due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Notwithstanding any provisions of this contract, payments to an assignee of any monies due or to become due under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or set-off.

(b) In no event shall copies of this contract or of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret", "Secret", or "Confidential",

be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive the same; provided, that a copy of any part or all of this contract so marked may be furnished, or any information contained therein may be disclosed, to such assignee upon the prior written authorization of the Contracting Officer.

17. NOTICE TO THE GOVERNMENT OF LABOR DISPUTES

(a) Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the Contracting Officer.

(b) The Contractor agrees to insert the substance of this clause, including this paragraph (b), in any subcontract hereunder as to which a labor dispute may delay the timely performance of this contract; except that each such subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify his next higher tier subcontractor, or the prime contractor, as the case may be, of all relevant information with respect to such dispute.

18. TAXES

Except as otherwise provided, the contract price includes any and all applicable taxes.

19. GRATUITIES

(a) The Government may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found, after notice and hearing, by the [REDACTED] or his 25X1A duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the Government with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract; provided, that the existence of the facts upon which the Secretary or his duly authorized representatives makes such findings shall be in issue and may be reviewed in any competent court.

(b) In the event this contract is terminated as provided in paragraph (a) hereof, the Government shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary or his duly authorized representative) which shall be

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not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee.

(c) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

20. SOVIET-CONTROLLED AREAS

(a) The Contractor shall not acquire for use in the performance of this contract any supplies or services originating from sources within Soviet-controlled areas, as listed in the Schedule of this contract, or from Hong Kong or Macao, without the written approval of the Contracting Officer.

(b) The Contractor agrees to insert the provisions of this clause, including the Soviet-controlled areas listed in the Schedule and this subparagraph (b), in all subcontracts hereunder.

(c) Schedule:

Albania

Bulgaria

China, excluding Taiwan (Formosa), but including Manchuria, Inner, Mongolia, the provinces of Tsinghai and Sikang, Sinkiang, Tibet, the former Kwantung Leased Territory, The present Port Arthur Naval Base Area, and Liaoning Province.

Communist-controlled area of Viet Nam and Communist-controlled area of Laos.

Czechoslovakia

East Germany (Soviet Zone of Germany and the Soviet Sector of Berlin)

Estonia

Hungary

Latvia

Lithuania

North Korea

Outer Mongolia

Poland and Danzig

Rumania

Union of Soviet Socialist Republics.

Cuba


21. PRICE ADJUSTMENT FOR SUSPENSION, DELAY, OR INTERRUPTION OF THE WORK

(a) The Contracting Officer may order the Contractor in writing to suspend all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the Government.

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(b) If, without the fault or negligence of the Contractor, the performance of all or any part of the work is for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Contracting Officer in the administration of the Contract, or by his failure to act within the time specified in the contract (or if no time is specified, within a reasonable time), an adjustment shall be made by the Contracting Officer for any increase in the cost of performance of the contract (excluding profit) necessarily caused by the unreasonable period of such suspension, delay, or interruption, and the contract shall be modified in writing accordingly. No adjustment shall be made if, and to the extent that, performance by the Contractor would have been prevented by other causes even if the work had not been so suspended, delayed, or interrupted. No claim under this clause shall be allowed (i) for any costs incurred more than twenty days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply where a suspension order has been issued), and (ii) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption but not later than the date of final settlement of the contract. Any dispute concerning a question of fact arising under this clause shall be subject to the disputes clause.

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23. GOVERNMENT-FURNISHED PROPERTY

(a) The Government shall deliver to the Contractor, for use in connection with an under the terms of this contract, the property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may reasonably be required for the intended use of such property (hereinafter referred to as "Government-furnished Property"). The delivery, performance, or completion dates for the supplies, services, or construction to be furnished by the Contractor under this contract are based upon the expectation that Government-furnished Property suitable for use will be delivered to the Contractor at the

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times stated in the Schedule, or, if not so stated, in sufficient time to enable the Contractor to meet such delivery, performance, or completion dates. In the event that Government-furnished Property is not delivered to the Contractor by such time or times, the Contracting Officer shall, upon timely written request made by the Contractor, make a determination of the delay occasioned the Contractor thereby, and shall equitably adjust the delivery, performance, or completion dates or the contract price, or both, and any other contractual provision affected by such delay, in accordance with the procedures provided for in the clause of this contract entitled "Changes". In the event the Government-furnished Property is received by the Contractor in a condition not suitable for the intended use the Contractor shall, upon receipt thereof, notify the Contracting Officer of such fact and, as directed by the Contracting Officer, either (i) return such property at the Government's expense or otherwise dispose of the property, or (ii) effect repairs or modifications. Upon the completion of (i) or (ii) above, the Contracting Officer upon written request of the Contractor shall equitably adjust the delivery, performance, or completion dates or the contract price, or both, and any other contractual provision affected by the rejection or disposition, or the repair or modification, in accordance with the procedures provided for in the clause of this contract entitled "Changes". The foregoing provisions for adjustment are exclusive and the Government shall not be liable to suit for breach of contract by reason of any delay in delivery of Government-furnished Property or delivery of such property in a condition not suitable for its intended use.

(b) By notice in writing the Contracting Officer may decrease the property furnished or to be furnished by the Government under this contract. In any such case, the Contracting Officer upon the written request of the Contractor shall equitably adjust the delivery, performance, or completion dates or the contract price, or both, and any other contractual provisions affected by the decrease, in accordance with the procedures provided for in the clause of this contract entitled "Changes".

(c) Title to the Government-furnished Property shall remain in the Government. Title to Government-furnished Property shall not be affected by the incorporation or attachment thereof to any property not owned by the Government, nor shall such Government-furnished Property, or any part thereof, be or become a fixture or lose its identity as personalty by reason of affixation to any realty. The Contractor shall maintain adequate property control records of Government-furnished Property in accordance with the requirements of

in effect on the date of the contract, which Manual is hereby

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incorporated by reference and made a part of this contract.

(d) The Government-furnished Property shall, unless otherwise provided herein, be used only for the performance of this contract.

(e) The Contractor shall maintain and administer, in accordance with sound business practice, a program for the maintenance, repair, protection and preservation of Government-furnished Property, until disposed of by the Contractor in accordance with this clause. In the event that any damage occurs to Government-furnished Property the risk of which has been assumed by the Government under this contract, the Government shall replace such items or the Contractor shall make such repair of the property as the Government directs; provided, however, that if the Contractor cannot effect such repair within the time required, the Contractor shall dispose of such property in the manner directed by the Contracting Officer. The contract price includes no compensation to the Contractor for the performance of any repair or replacement, for which the Government is responsible, and an equitable adjustment will be made in the contract price for any such repair or replacement of Government-furnished Property made at the direction of the Government. Any repair or replacement for which the Contractor is responsible under the provisions of this contract shall be accomplished by the Contractor at its own expense.

(f) Unless otherwise provided in this contract, the Contractor, upon delivery to it of any Government-furnished Property, assumes the risk of, and shall be responsible for, any loss thereof or damage thereto except for reasonable wear and tear, and except to the extent that such property is consumed in the performance of this contract.

(g) The Government shall at all reasonable times have access to the premises wherein any Government-furnished Property is located.

(h) Upon the completion of this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government-furnished Property not consumed in the performance of this contract (including any resulting scrap), or not theretofore delivered to the Government, and shall deliver or make such other disposal of such Government-furnished Property, as may be directed or authorized by the Contracting Officer. Recoverable scrap from Government-furnished Property shall be reported in accordance with a procedure and in such form as the Contracting Officer may direct. The net proceeds of any such disposal shall be credited to the contract price or shall be paid in such other manner as the Contracting Officer may direct.

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(i) Directions of the Contracting Officer and communications of the Contractor issued pursuant to this Clause shall be in writing.

(j) Notwithstanding the provisions of (c) above, the Government will maintain the official control records for Government Property provided pursuant to this clause and the Contractor is not required to maintain property control records for such property in accordance with the requirements of the "Manual for Control of Government Property in Possession of Contractors."

24. TECHNICAL INFORMATION

The Government may duplicate, use, and disclose in any manner for its Government purposes, including delivery to other governments for the furtherance of mutual defense of the United States Government and such other governments, all or any part of the technical information including reports, drawings, blueprints, and other data specified to be delivered by the Contractor to the Government under this contract.

INVITATION NUMBER [REDACTED]

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INVITATION NUMBER N-(713)55-169-6-64

SPECIFICATIONS FOR

CONSTRUCTION OF

A WAREHOUSE & BOQ [REDACTED]

25X1A

AT



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JUNE 1963

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GC-1 DESCRIPTION OF WORK:

A. Work to be Done:

The work consists of furnishing all supervision, plant, labor, materials, equipment, supplies, transportation including fuel, power and water (except any materials, equipment, utilities, transportation, or service, if any, specified herein to be furnished by the U.S. Government), and performing the work for the construction of a Warehouse & BOQ Building with all required appurtenant work, complete, in strict accordance with the specifications, schedules drawings and conditions, all of which are made part hereof and designated as follows:

Specifications for Construction of Warehouse & BOQ Building
at [REDACTED]

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(Drawings are designated in paragraph SC-2 of the specifications)

B. Location:

The site of the work contemplated under these specifications is located at the [REDACTED]

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GC-2 PRINCIPAL FEATURES:

This project includes the following principal features:

- (1) A Warehouse with reinforced concrete structure, floor and roof, and supporting utilities including lighting and ventilators, the power main connection to be done by others.
- (2) A BOQ with reinforced concrete structure, floor and roof, masonry wall, consists of 20 bed rooms with closet, bath and toilet facilities and a covered walkway connected to the existing building and supporting utilities including power, lighting and plumbing, the power main connection to be applied and provided by the contractor and installed by TPC.

The foregoing general outline of principal features does not in any way limit the responsibility of the Contractor to perform the work and furnish all supervision, plant, labor, materials, equipment, supplies, transportation, including fuel, power and water, except

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any materials, equipment, utilities or services, if any, specified herein, to be furnished by the Government required by the specifications and the plans and drawings referred to herein.

GC-3 CHARACTER OF WORK AND MECHANICS:

The work shall be executed in the best and most workmanlike manner by qualified, careful and efficient mechanics in strict accordance with the drawings and specifications.

GC-4 SITE INVESTIGATION:

The Contractor acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government as well as from information presented by the drawings and specifications made a part of this contract. Any failure by the Contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Government assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Government. The Government also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this contract, unless (i) such understanding or representations are expressly stated in the contract and (ii) the contract expressly provides that the responsibility therefor is assumed by the Government. Representations which are not expressly stated in the contract shall be deemed only for the information of the Contractor.

GC-5 OPERATIONS AND STORAGE AREAS:

A. All operations of the Contractor (including storage of materials) upon Government premises shall be confined to areas authorized or approved by the Contracting Officer. No unauthorized or unwarranted entry upon or passage through, or storage or disposal

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of materials shall be made upon Government premises. Government premises adjacent to the construction will be made available for use by the Contractor without cost whenever such use will not interfere with other Government uses or purposes. The Contractor shall be liable for any and all damage caused by him to such Government premises. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature or kind arising from any use, trespass or damage occasioned by his operations on premises of third persons.

- B. Temporary buildings (storage sheds, shops, offices, etc.) may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by Contractor without expense to the Government. Such temporary buildings and/or utilities shall remain the property of the Contractor and will be removed by him at his expense upon the completion of the work. With the written consent of the Contracting Officer, such buildings and/or utilities may be abandoned and need not be removed.
- C. The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways authorized by the Contracting Officer. Where materials are transported in the prosecution of the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by an Federal, state or local law or regulation. When it is necessary to cross curbs or sidewalks, protection against damage shall be provided by the Contractor and any damaged roads, curbs or sidewalks shall be repaired by, or at the expense of the Contractor.

GC-6 QUALITY OF ARTICLES, MATERIALS AND EQUIPMENT:

- A. Where articles, materials and equipment are required to conform to standard specifications or tests of the Government or other authorities incorporated by reference, they will conform to the respective editions, including amendments, specified.
- B. Any samples and descriptive data required shall:
 - (1) Be submitted within the time specified in these specifications or, if not specified, within a reasonable time before use to permit inspection and testing.
 - (2) Be shipped prepaid and delivered as specified in these specifications, or as directed by the Contracting Officer.
 - (3) Be marked to show the name of the material, trade name of

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manufacturer, place of origin, name and location of the project where the material represented by the sample is to be used, and the name of the Contractor submitting the sample.

- C. Samples not subjected to destructive tests may be retained until completion of the work but thereafter will be returned to the Contractor, if he so requests in writing, at his own expense. Failure of any sample to pass the specified requirement will be sufficient cause for refusal to consider further any samples from the same manufacturer whose materials failed to pass the tests.

GC-7 PROTECTION OF MATERIAL AND WORK:

The Contractor shall at all times protect and preserve all materials, supplies and equipment of every description (including property which may be Government-furnished or owned) and all work performed. All reasonable requests of the Contracting Officer to enclose or specially protect such property shall be complied with. If, as determined by the Contracting Officer, material, equipment, supplies and work performed are not adequately protected by the Contractor such property may be protected by the Government and the cost thereof may be charged to the Contractor or deducted from any payments due to him.

GC-8 POSSESSION PRIOR TO COMPLETION:

The Government shall have the right to take possession of or use any completed or partially completed part of the work. Such possession or use shall not be deemed an acceptance of any work not completed in accordance with the contract. If such prior possession or use by the Government delays the progress of the work or causes additional expenses to the Contractor, an equitable adjustment in the contract price and/or the time of completion will be made and the contract shall be modified in writing accordingly.

GC-9 CLEANING UP:

The Contractor shall at all times keep the construction area, including storage areas used by him, free from accumulations of waste material or rubbish and prior to completion of the work remove any rubbish from the premises and all tools, scaffolding, equipment, and materials not the property of the Government. Upon completion of the construction the Contractor shall leave the work and premises in a clean, neat and workmanlike condition satisfactory to the Contracting Officer.

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GC-10 DEFINITIONS:

Wherever in the specifications or upon the drawings the words directed, required, ordered, designated, prescribed, or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Contracting Officer is intended and similarly the words approved, acceptable, satisfactory or words of like import shall mean approved by, or acceptable to, or satisfactory to the Contracting Officer, unless otherwise expressly stated.

GC-11 ACCIDENT PREVENTION:

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- A. In order to provide safety controls for protection to the life and health of employees and other persons; for prevention of damage to property, materials, supplies, and equipment; and for avoidance of work interruptions in the performance of this contract; the Contractor will comply with all pertinent provisions of [REDACTED] 13 March 1958, [REDACTED] amended and will also take or cause to be taken such additional measures as the Contracting Officer may determine to be reasonably necessary for the purpose.
- B. Prior to commencement of work the Contractor will:
- (1) Submit in writing his proposals for effectuating this provision for Accident Prevention.
 - (2) Meet in conference with representative of the Contracting Officer to discuss and develop mutual understanding relative to administration of the over-all safety program.
- C. During the performance of work under the contract, the Contractor shall comply with all procedures prescribed by the Contracting Officer for the control and safety of persons visiting the job site and will comply with such requirements to prevent accidents as may be specified under the Special Conditions of these specifications or issued by the Contracting Officer.
- D. The Contractor will maintain an accurate record of, and will report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer, exposure data and all accidents resulting in death traumatic injury, occupational disease, and/or damage to property, materials, supplies and equipment incident to work performed under this contract.

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- E. The Contracting Officer will notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.
- F. Compliance with the provisions of this article by subcontractors will be the responsibility of the Contractor.

GC-12 INSPECTION:

The work will be conducted under the general direction of the Contracting Officer and is subject to inspection by his appointed inspectors to insure strict compliance with the terms of the contract. No inspector is authorized to change any provision of the specifications without written authorization of the Contracting Officer, nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the contract. As soon as practicable after the completion of the entire work, or any divisible part thereof as may be designated in these specifications, a thorough examination thereof will be made by the Contracting Officer at the site of the work. If such work is found to comply fully with the requirements of the contract, it will be accepted; and final payment therefor will be made in accordance with the article of the contract entitled "Payments to Contractors".

GC-13 PROGRESS CHARTS AND REQUIREMENTS FOR OVERTIME WORK:

- A. The Contractor shall, within such time as determined by the Contracting Officer, after date of commencement of work, prepare and submit to the Contracting Officer for approval a practicable schedule, showing the order in which the Contractor proposes to carry on the work, the date on which he will start the several salient features, and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The Contractor shall enter on the chart the actual progress at the end of each week or at such intervals as directed by the Contracting Officer, and shall immediately deliver to the Contracting Officer two copies thereof.

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- B. If, in the opinion of the Contracting Officer, the Contractor falls behind the progress schedule, the Contractor shall take such steps as may be necessary to improve his progress and the Contracting Officer may require him to increase the number of shifts, and/or overtime operations, days of work, and/or the amount of construction plant, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the Government.
- C. Failure of the Contractor to comply with the requirements of the Contracting Officer under the provision shall be grounds for determination by the Contracting Officer that the Contractor is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part thereof, in accordance with the delays - damages article of the contract.

GC-14 SUBCONTRACTORS:

Within seven (7) days after the award of any subcontract either by himself or a subcontractor, the Contractor shall deliver to the Contracting Officer a statement setting forth the name and address of the subcontractor and a summary description of the work subcontracted. If, for sufficient reason, at any time during the progress of the work the Contracting Officer determines that any subcontractor is incompetent or undesirable he will notify the Contractor accordingly and steps will be taken immediately for cancellations of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this contract shall create any contractual relation between the subcontractor and the Government.

GC-15 SUSPENSION OF WORK:

The Contracting Officer may order the Contractor to suspend all or any part of the work for such period of time as may be determined by him to be necessary or desirable for the convenience of the Government. Unless such suspension unreasonable delays the progress of the work or causes additional expense to the Contractor, no increase in contract price will be allowed. In the case of suspension of all or any part of the work for an unreasonable length of time causing additional expense, not due to the fault or negligence of the Contractor, the Contracting Officer shall

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make an adjustment in the contract price in the amount of the additional proper expense and modify the contract accordingly. An extension of time for the completion of the work in the event of any such suspension will be allowed the Contractor; provided, however, that the suspension was not due to the fault or negligence of the Contractor.

GC-16 ITEMS OF WORK:

A brief description of the proposed work is shown in the schedule attached to the bid form and listed in the statement of work in the contract. Unless otherwise provided in the Special Conditions, within the limit of funds available, the Contractor will be required to complete the work specified herein in accordance with the contract and at the contract price or prices.

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SC-1 The Contractor will be required to commence work under this contract within seven (7) calendar days after the date of receipt by it of written notice to proceed, to prosecute said work with faithfulness and energy, and to complete the work ready for use within one hundred (100) calendar days after the date of receipt of written notice to proceed. The time stated for completion shall include final cleanup of the premises.

SC-2 CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS:

A. Four (4) sets of contract drawings, maps, and specifications will be furnished to the Contractor without charge. Additional sets will be furnished on request at the cost of reproduction.

B. The work shall conform to the following drawings all of which form a part of these specifications and are available in the Public Works Office, [REDACTED]

25X1A

Drawing Numbers: a. Warehouse Drawing:

A-1, A-2, A-3, S-1, & E-1

b. BOQ Drawing:

A-1, A-2, A-3, A-4, A-5, A-6, A-7,
S-1, M-1, & E-1.

SC-3 GOVERNMENT-FURNISHED PROPERTY:

A. A list of materials and equipment to be furnished by the Government without charge to the Contractor will be found in Section SC-19 to this specification.

B. No Government-owned construction equipment and/or vehicles will be furnished to the Contractor for use in the performance of the work under this contract.

SC-4 CONTRACTOR-FURNISHED PROPERTY:

A. The Contractor will furnish all the materials necessary to complete the work under this contract, except for those items of Government-furnished property listed in the Appendix to this specification.

B. The Contractor will furnish all the construction equipment and vehicles of the character and in the amount necessary to complete the work under this contract within the specified time.

SC-5 GUARANTY:

All Contractor-furnished materials to be incorporated in the work

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shall be guaranteed for a period of one year from the date of acceptance of the work against defective materials, design and workmanship. Upon receipt of notice from the Government of failure of any part of the guaranteed equipment and/or materials during the guaranty period, the affected part or parts shall be replaced promptly with new parts by and at the expense of the Contractor.

SC-6 WATER:

The Contractor shall be responsible for providing and maintaining at his own expense an adequate supply of water for his use for domestic and construction consumption; provided, however, that subject to the approval of the Contracting Officer, if water is available in excess of the needs of the Government, all reasonable required amounts of water will be made available to the Contractor by the Government from existing water system outlets and supplies, without cost to the Contractor for the water he consumes; provided, further, that the Contractor shall furnish, install and maintain all necessary supply connections and piping for same at his own expense, but only at such locations and in such manner as may be approved by the Contracting Officer. All water shall be carefully conserved. Before final acceptance of work under this contract, all connections and piping installed by the Contractor at all locations shall be removed by the Contractor at his own expense in a manner satisfactory to the Contracting Officer.

SC-7 ELECTRICITY:

The Contractor shall be responsible for providing and maintaining at his own expense an adequate supply of electric current for his use for domestic and construction consumption; provided, however, that subject to the approval of the Contracting Officer, if electric current is available in excess of the needs of the Government, all reasonably required amounts of electric current will be made available to the Contractor by the Government from existing distribution lines without cost to the Contractor for the electric current it consumes; provided, further, that the Contractor shall furnish, install and maintain all necessary connections and wiring for same at his own expense, but only at such locations and in such manner as may be approved by the Contracting Officer. Electric current shall be carefully conserved. Before final acceptance of work under this contract, all connections and wiring installed by the Contractor at all locations shall be removed by the Contractor at his own expense in a manner satisfactory to the Contracting Officer.

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SC-8 COMMUNICATIONS SERVICES:

Telephone service may be obtained, as available, by the Contractor upon application, in writing, to the Contracting Officer. Installation costs and the prevailing monthly rental service charges will be borne by the Contractor. Other communications services required by the Contractor shall be obtained at his own expense.

SC-9 CONSTRUCTION MATERIALS:

Materials required for this project shall be furnished by the contractor as available from the open market. Such items will include, but are not necessarily restricted to, lumber, brick, cement, and other construction-type items. The Government shall, under certain circumstances, and as directed by the Contracting Officer or his duly authorized representative, furnish material not ordinarily available from local market sources and cost of such material shall be deducted from the Contractor's bid price of this contract. Such materials shall include, but not be restricted to, sanitary ware and fittings, electrical fittings, and other items required to maintain American standards of construction.

SC-10 PROTECTION OF EXISTING STRUCTURES, UTILITIES AND WORK:

The Contractor shall protect all existing structures and work of any kind as well as all existing utilities, that are either shown on the drawings or the locations of which are made known to the Contractor prior to any operations, against damage or interruption of service which may result from his operations. Damage or interruption of service resulting from failure to do so shall be repaired or restored promptly by or at the expense of the Contractor. In the event that any utility, the location of which has not been made known to the Contractor in sufficient time to avoid damage thereto, or interruption of service thereof, is damaged, or service interrupted, due to his operations, the utility shall be repaired and/or service restored by the Contractor as directed by the Contracting Officer. Such repairs and/or interruption of service shall be paid for by the Government at rates determined and approved by the Contracting Officer.

SC-11 PAYMENTS:

Payments will be made as provided in the "Payments to Contractor" article of the contract. Unless otherwise authorized in writing by the Contracting Officer, the items of work for which payment will be made shall be limited to those listed and enumerated in

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the contract. The unit price or lump sum price or prices stated in the contract will be used in determining the amount to be paid and shall constitute full and final compensation for all the work.

SC-12 TRANSPORTATION OF CONTRACTOR PERSONNEL AND MATERIALS:

A. Materials:

Transportation to [REDACTED] and/or to the project site of Contractor's materials, supplies and equipment will be entirely the responsibility of the Contractor, and at the expense of the Contractor. 25X1A

SC-13 QUALITY OF ARTICLES, MATERIALS AND EQUIPMENT:

- A. Articles, materials and equipment to be incorporated into the work under this contract shall be new and unused unless otherwise specified.
- B. Unless otherwise specified or indicated, articles, materials and equipment shall conform to the requirements of the specifications or standards, as listed in "Index of Specifications and Standards" [REDACTED] and shall also conform to the revisions and amendments thereof to in effect on the date of issue of the Invitation for Quotations. 25X1A
- C. All articles, materials and equipment furnished under this contract for installation in the work shall be approved by the Contracting Officer or his authorized representative. Where the Technical provisions provide for approved American products, equivalent product acceptable to the Contracting Officer may be substituted but only for items static in nature. The Contractor shall furnish a statement giving a complete description of all points wherein the equipment, material or article it proposes to furnish does not comply with the specifications, as well as any exceptions it may take to the specifications. Failure to furnish such a statement will be interpreted that the Contractor agrees to meet all requirements of the specifications
- D. All containers of products or parts shall be delivered to the site with labels intact and seals unbroken. Containers shall not be opened until inspected by the Contracting Officer.

SC-14 LIQUIDATED DAMAGES:

In case of failure on the part of the Contractor to complete the work within the time fixed in the contract or any extensions

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thereof, the Contractor shall pay the Government as liquidated damages the sum of [REDACTED] for each calendar day of delay until the work is completed or accepted.

25X1A

SC-15 CONFLICT IN LANGUAGE TRANSLATION:

The English text of this contract and any modification thereto shall govern in the event of conflict or ambiguity between said English text and any other language translation that may be made thereof.

SC-16 DAMAGE TO WORK:

The responsibility for damage to any part of the permanent work shall be as set forth in the article of the contract entitled, "Permits and Responsibility for Work". However, if, in the judgment of the Contracting Officer, any part of the permanent work performed by the Contractor is damaged by flood or earthquake, which damage is not due to the failure of the Contractor to take reasonable precautions or to exercise sound engineering and construction practices in the conduct of the work, the Contractor will make the repairs as ordered by the Contracting Officer and full compensation for such repairs will be made at the applicable contract unit or lump sum prices as fixed and established in the contract. If, in the opinion of the Contracting Officer, there are no contract unit or lump sum prices applicable to any part of such work an equitable adjustment pursuant to Article 3, "Changes", of the contract, will be made as full compensation for the repairs of that part of the permanent work for which there are no applicable contract unit or lump sum prices. Except as herein provided, damage to all work (including temporary construction, utilities, materials, equipment and plant shall be repaired to the satisfaction of the Contracting Officer at the Contractor's expense, regardless of the cause of such damage.

SC-17 IDENTIFICATION OF EMPLOYEES:

The Contractor shall be responsible for furnishing to the Contracting Officer a list of names, dates of birth, place of birth and such other information as required, at least five (5) days prior to the beginning of work, of all persons employed or to be employed on this project. The Contractor shall be responsible for furnishing to each employee, and, for requiring each employee engaged on the work to display, such identification as may be approved and directed by the Contracting Officer.

SC-18 SHOP DRAWINGS:

The Contractor shall submit to the Contracting Officer for

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approval three (3) copies of all shop drawings as called for under the various headings of these specifications. These drawings shall be complete and shall contain all required detailed information. If approved by the Contracting Officer, each copy of the drawings will be identified as having received such approval by being so stamped and dated. The Contractor shall make any corrections required by the Contracting Officer. Two (2) sets of all shop drawings will be retained by the Contracting Officer and One (1) set will be returned to the Contractor. The approval of the drawings by the Contracting Officer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory. Approval of such drawings will not relieve the Contractor of the responsibility for any error which may exist as the Contractor shall be responsible for the dimensions and design of adequate connections, details and satisfactory construction of work.

SC-19 LIST OF GOVERNMENT - FURNISHED PROPERTY:

12 ea. type "A" fluorescent light fixtures for warehouse.